

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN
FULTON COUNTY AND THE CITY OF SOUTH FULTON FOR FIRE PROTECTION
AND RELATED SERVICES**

This Agreement is made and entered by and between THE CITY OF SOUTH FULTON, GEORGIA, a municipal corporation existing under the laws of the State of Georgia (referred hereto as “the City”) and FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia (referred hereto as “the County”).

WITNESSETH

WHEREAS, the City and County have contiguous boundaries; and

WHEREAS, the City and County will benefit from the events relating to Super Bowl LIII, which is scheduled to take place on February 3, 2019 in Atlanta, Georgia; and

WHEREAS, the County is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City is a municipality organized under the Laws of the State of Georgia, acting by and through its duly elected City Council; and

WHEREAS, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3 prohibits cities and counties from exercising governmental authority within each other’s boundaries except by intergovernmental agreement or as otherwise provided by law; and

WHEREAS, the City and the County entered into an Intergovernmental Agreement (“IGA”) on February 26, 2018 for the City of South Fulton to provide fire protection, fire suppression, emergency medical response, community risk reduction, disaster mitigation, rescue, hazardous material response, technical rescue, ancillary fire services and support assistance, and first response non-transport emergency medical services within the Fulton Industrial District; and

WHEREAS, the County and City desire to enter into an Amendment to that IGA for the limited purpose of allowing the County and City to coordinate dedicated Aircraft Rescue and Firefighting (“ARFF”) protection, Advanced Life Support (“ALS”), Emergency Medical Services (“EMS”), and first responder services within specific boundaries of the County, specifically, Charlie Brown Airfield, for a period commencing at 8:00 a.m. EST on Wednesday, January 30, 2019 through and until 5:00 p.m. EST on Monday, February 4, 2019 (“Super Bowl Week”). This Agreement may not be renewed or enforced beyond the specified time on Monday, February 4, 2019; and

WHEREAS, the County and the City resolve to provide the best possible protection to their citizens and guests to prevent disastrous incidents from occurring and maximize life-saving and property-saving opportunities when disastrous incidents do occur by sharing and using their resources in the most effective and efficient manner possible; and

WHEREAS, the City maintains and staffs a fire department for fire protection, fire suppression, emergency medical response, community risk reduction, disaster mitigation, rescue, hazardous material response, technical rescue, ancillary fire services and support assistance, and first response non-transport emergency medical services; and

WHEREAS, the County owns, leases and maintains fire suppression, protection, prevention, rescue, emergency medical response, hazardous material response, technical rescue and ancillary fire services and support equipment; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

PURPOSE AND INTENT

The purpose of this First Amendment to the IGA is for the City to render and provide dedicated Aircraft Rescue and Firefighting ("ARFF") protection and Advanced Life Support ("ALS") Emergency Medical Services ("EMS") and first responder services to Charlie Brown Airfield located in Fulton County, Georgia, for a period commencing at 8:00 a.m. EST on Wednesday, January 30, 2019 through and until 5:00 p.m. EST on Monday, February 4, 2019.

CITY SERVICES PROVIDED

The City shall render and provide dedicated Aircraft Rescue and Firefighting protection, Advanced Life Support, Emergency Medical Service and first responder services to Charlie Brown Airfield, located at 3952 Aviation Circle, N.W., Atlanta, Georgia 30336 ("Charlie Brown Airfield"), prior to, during and after Super Bowl Week, beginning at 8:00 a.m. EST on Wednesday, January 30, 2019 through and until 5:00 p.m. EST on Monday, February 4, 2019. Dedicated service requires constant, on-site, qualified service availability during all times covered by this Agreement. All services will be provided in accordance with local, state and federal laws and regulations.

The City Fire Chief will direct all fire department operations at Charlie Brown Airfield, manage the delivery of fire department services at Charlie Brown Airfield, and ensure that the comprehensive fire and emergency medical needs of the Charlie Brown Airfield are adequately met.

All City Fire Department personnel assigned to the Charlie Brown Airfield during the duration of this Agreement, as well as any other sworn firefighting personnel and support personnel shall remain under the command of the City's Fire Chief.

City personnel tasked with completing the City's responsibilities pursuant to this Agreement will take part in one eight (8) hour training and familiarization day, which will be begin at 8:00 a.m. EST on Wednesday, January 30, 2019. This training and familiarization day will be for training on the ARFF apparatus and airport layout to include use and operation and Federal Aviation Administration (FAA) rules and regulations.

The City of South Fulton shall provide six (6) firefighters per shift, twenty four (24) hours per day for the time period starting at 10:00 a.m. EST on Thursday, January 31, 2019 through 5:00 p.m. on Monday, February 4, 2018. The assigned personnel will be stationed at Charlie Brown Airfield for the duration of the Agreement. The City of South Fulton shall provide all personnel necessary to provide Aircraft Rescue and Firefighting protection, Advanced Life Support, Emergency Medical Service and first responder services. The City shall also provide the following equipment and supplies that are necessary to provide the services specified in this agreement at the Charlie Brown Airfield during the duration of the Agreement. The equipment includes and is not limited to:

- Personal Protective Equipment (PPE) for each firefighter working the event;
- Self-Contained Breathing Apparatus (SCBA) for each firefighter on duty;
- Required small hand tools;
- Hose adapters (Proper to size and type) needed to connect to ARFF truck intake and supply hose coupling from incoming water supply truck;
- Gated valves and reducer adapters, if needed;
- Hose lines and gated nozzles necessary for fire suppression;
- Large Diameter Hose (LDH) for water supply, if needed;
- Hydrant wrench appropriate for airport hydrants, if required;
- Hydrant adapter, if needed;
- Flat Headed Axe;
- Pick Headed Axe;
- Halligan Bar Tool;
- K12 style circular saw with appropriate cutting blades;
- Thermal Imaging Camera (TIC);
- CO2 Portable Extinguishers;
- Dry Chemical Extinguishers;
- Ladders needed to ladder aircraft; and
- EMS equipment needed for ALS first responder service such as LifePak or equivalent monitor/defibrillator with 12 lead electrocardiogram capability, medications, oxygen and any related medical supplies necessary to deliver ALS patient care per the City's medical director approved medical protocols.

COUNTY SERVICES PROVIDED

Fulton County shall provide two (2) ARFF apparatus vehicles through a separate lease agreement with a vendor. The vehicles will be made available for the City's use during the entirety of this Agreement. One of the vehicles shall be a 1500 gallon ARFF vehicle or equivalent equipped with 200+ gallons of foam and 500 pounds of dry chemical agent. The other vehicle shall be one Quick Response Vehicle (QRV) equipped with foam and dry chemical agent.

Fulton County shall provide radios for bi-directional communication with the FAA tower and radios for bi-directional communication with Fulton County Emergency Services Dispatch Center.

Fulton County shall provide temporary mobile housing at Charlie Brown Airfield capable of housing six (6) adults during the time period starting at 10:00 a.m. EST Thursday, January 31, 2019 through 5:00 p.m. EST Monday, February 4, 2019.

COMPENSATION

In exchange for services and equipment provided by the City, the County shall pay to the City, Eighty Thousand Dollars (\$80,000.00), which shall be remitted to the City in two separate payments of Forty Thousand Dollars (\$40,000.00) each, due upon receipt of an invoice for the same from the City. The first invoice by the City and corresponding payment by the County is due upon execution of this Agreement, and the second invoice by the City and corresponding payment by the County is due on or before February 5, 2019. All invoices shall be submitted to:

Fulton County Department of Finance
141 Pryor Street, SW, Suite 7001
Atlanta, Georgia 30303

The County shall provide leased equipment and facilities described above for no additional fee as a part of the consideration for the City providing the services and equipment identified above. Nothing herein shall operate to bar recovery of funds by either jurisdiction from any state or federal agency under any existing statutes.

INSURANCE COVERAGE AGREEMENTS

The City of South Fulton shall at its sole cost and expense, keep in full force and effect during the term of the Agreement, the following coverages:

- I. Workers Compensation insurance as required by state law;
- II. Employers Liability insurance, with a limit of not less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease;
- III. Commercial General Liability insurance, including contractual liability insurance of not less than One Million Dollars (\$1,000,000) each occurrence/policy aggregate;
- IV. Commercial Auto Liability insurance with limits of liability of not less than one Million Dollars (\$1,000,000) per accident for bodily injury and property damage, including owned, non-owned and hired auto liability coverage for such vehicles driven on and around the Charlie Brown Airfield; and
- V. Professional Liability Insurance that provides coverage for all City employees, personnel and staff related to the professional services provided under this Agreement.

The City shall provide a Certificate of Insurance, prior to the inception date of this Agreement, listing "Fulton County Government" as a "Certificate Holder."

The County shall agree to list the City as an additional insured under its Aviation Liability coverage for the limited term of this IGA.

THIRD PARTY BENEFICIARIES

This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third parties shall have any right of action hereunder for any cause whatsoever.

ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

This Agreement shall be the sole instrument for the provision of dedicated ARFF, ALS, EMS, and first responder emergency fire and rescue services between the parties regarding the Charlie Brown Airfield during the entire duration of this Agreement.

TERMINATION

Either Party to this Agreement may terminate the Agreement by giving not less than thirty (30) days advance written notice to the other party.

Upon termination of this Agreement, the County will be eligible for a full reimbursement of funds for service(s) not provided under this Agreement.

SEVERABILITY OF TERMS

In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Georgia.

IN WITNESS WHEREOF, we have caused this Agreement to be executed this 23rd day of January, 2019.

CITY OF SOUTH FULTON, GEORGIA

By:



William "Bill" Edwards, Mayor
City of South Fulton, Georgia

Attested to by:



Mark Massey, Clerk to the Council

ITEM# Agc 2019-001 DATE 1.8.2019




FULTON COUNTY, GEORGIA

By:



Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Attested to by:



Jesse A. Harris, Clerk to the Board of Commissioners



COUNTY SEAL

Approved as to form:

By:



Patrise Perkins-Hooker, County Attorney